



CITY COUNCIL MEETING AGENDA Tuesday, March 25, 2025 @ 6:00 PM

Mayor: Andrew Rudlang **City Clerk:** Krista Okerman
City Council: **City Attorney:** Brad Person
Jerimey Flategraff (Mayor Pro-Tem)
Roman Siltman
Ryan Barnett
Jory Carlson

City of Jenkins
33861 Cottage Avenue
Jenkins, MN 56474
(218) 568-4637

Join Zoom Meeting
<https://zoom.us/join>
Meeting ID: 353 029 2895
Password: 56474
Dial by location: (312) 626-6799 (US Chicago)

NOTE: Printed materials relating to agenda items are available for public inspection in a three-ring binder on table by Council Chamber entrance.

1. Call to Order – Pledge of Allegiance
2. Roll Call
3. Agenda Additions/Deletions
4. Consent Agenda
 - a. Agenda
 - b. Minutes of the March 10, 2025 meeting
 - c. February 2025 bank reconciliation
 - d. Pre-written check #'s 30022-30035; **\$35,428.75**
 - e. Proposed check #'s 30036-30046 & EFT's; **\$19,556.52**
TOTAL EXPENSES = \$54,985.27
5. Public Forum
6. Unfinished Business
 - a. R5DC Grant Update
7. New Business
 - a. MN Power agreement
8. Reports of Officers, Committees and Boards
 - a. Mayor's Report
 - b. Clerk's Report.
 - c. Parks report
9. Communications/Misc.
10. Adjournment

**County of Crow Wing
City of Jenkins
Draft**Minutes of the Regular City Council Meeting**Draft
March 10, 2025**

Call to Order – Pledge of Allegiance

The meeting was called to order by Mayor Rudlang at 6:00 PM, and the Pledge of Allegiance was recited.

Roll Call: Present: Mayor Rudlang, Council Members Siltman, Barnett and Carlson; Clerk Okerman. Absent: Council Member Flategraff.

Agenda Additions/Deletions

The council discussed additions to the agenda. They agreed to add chair bids under New Business after the entrance ramp bid. Additionally, a parks report was added as item 8c.

Consent Agenda

Carlson motioned to approve the consent agenda. Siltman seconded. The motion passed unanimously.

- 4a. Agenda
 - 4b. Minutes of the February 25, 2025 meeting
 - 4c. Pre-written payroll checks; \$2,635.45
 - 4d. Proposed checks and EFT's; \$20,146.01
- TOTAL EXPENSES=\$27,030.87**

Open Forum

There were no participants for the open forum, either in person or via Zoom.

Unfinished Business

Rosewood Street bids

The council discussed two bids for patching a section of Rosewood Street from Highway 371 past the curve. It was noted that the majority of funding for this project was already secured through Small City's Assistance. The council reviewed the specifications provided by Engineer Reints, which included work adding wider aprons where the curve in the road is located.

Anderson Brothers' bid was significantly lower than the other bid received. The council agreed that this was an important thoroughfare to the industrial park and should be repaired.

Siltman motioned to accept the bid from Anderson Brothers in the amount of 28,861.60. Barnett seconded. The motion passed unanimously.

Resolution to null and void CUP

The council discussed a draft resolution to declare a Conditional Use Permit (CUP) for Red Oak Farms null and void. It was noted that the city attorney had reviewed and approved the resolution. The council agreed that this resolution would be filed with the county to ensure that future property buyers would be aware that the CUP no longer exists.

Siltman motioned to approve resolution 25-03-307 Declaring a CUP for Alexander Drown Null and Void. Carlson seconded. The motion passed unanimously.

New Business

2025 Dust Control

The council reviewed a bid from Corbin Excavating for dust control application. It was noted that Corbin Excavating had provided this service for the past couple of years. The council discussed the availability and cost of alternative products, such as DuraBlend, which is more environmentally friendly but more expensive and potentially less available.

The council considered the environmental factors, timeliness of application, and cost. They agreed that getting the dust control applied in a timely manner was crucial. It was also mentioned that Jenkins Township typically reimburses the city for half of the cost for Norway Drive, amounting to about \$600.

Carlson motioned to approve Corbin Excavating for 2025 dust control. Barnett seconded. The motion passed unanimously.

SHIP grant opportunity

The council discussed a grant opportunity through Crow Wing County Energize, with a maximum of \$1,500 available and a April 1st application deadline. Several potential projects were considered, including:

- Lighting at the Jenkins site
- Black dirt for the community garden
- Cleanup day expenses, such as shredding services
- Installation of drinking fountains

The council agreed to prioritize the drinking fountain installation as their first choice for the grant application, with the black dirt for the community garden as a backup option.

Entrance ramp bid

The council reviewed a bid from Bruce Rauma, a member of Legacy Church, for constructing a new entrance ramp and deck. The bid was for \$2,289.43, with an estimated 40 hours of labor. The council discussed the importance of ensuring ADA compliance for the wheelchair ramp and agreed that the price was fair for the work involved.

Barnett motioned to approve the bid for the entrance ramp and two decks. Siltman seconded. The motion passed unanimously.

Chair bids

The council reviewed options for new chairs in the council chambers. They decided on four-legged chairs with armrests, as opposed to u-shaped ones, noting that they would be more stable. The quantity was set at 16 chairs, with a total cost of approximately \$807.

Carlson motioned to proceed with the acquisition of 16 four-legged chairs. Barnett seconded. The motion passed unanimously.

Reports of Officers, Committees, and Staff

Mayor's Report

The mayor briefly noted that the joint meeting with planning and zoning was productive and suggested holding such meetings twice a year. The mayor also expressed excitement about the improvements being made to the council chambers.

Clerk's Report

Okerman stated the annual clerk's conference would be held the following week, and the office would be closed on Wednesday and Thursday. She noted that Steve Stricker had resigned from the Planning Commission. It was consensus to advertise an opening on the Planning Commission.

Parks Report

Siltman reported on plans for a city Easter egg hunt. He proposed holding the event at either Veterans Memorial Park or the ball field, with a tentative date set for either April 12th or 19th. The committee requested city funds for purchasing supplies such as hot dogs, chips, and candy for the eggs. He also mentioned having support from a local 4-H group to help with the event.

Rudlang motioned to authorize the parks committee to plan the Easter egg hunt event and approve an initial \$300 in expenses related to the event. Barnett seconded. The motion passed unanimously.

Miscellaneous/Communication

The council discussed ongoing improvements to the building, including trim installation and potential measures to address insect issues, particularly Asian beetles and wasps. They considered the possibility of obtaining a quote from a professional pest control service to assess the situation and provide potential solutions.

Adjournment

Siltman motioned to adjourn the meeting at 6:48 PM. Carlsson seconded. The motion passed unanimously.

Approved this _____ day of _____, 2025.

Krista A. Okerman, City Clerk-Treasurer

Andrew J. Rudlang, Mayor

For the Period : 2/1/2025 To 2/28/2025

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
General Fund	\$445,612.55	\$10,026.51	\$44,632.77	\$411,006.29	\$0.00	\$24,128.68	\$435,134.97
CARES/ARPA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Small Cities Development Program	\$8,638.27	\$0.00	\$0.00	\$8,638.27	\$0.00	\$91.00	\$8,729.27
Charitable Gambling Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023A Improvement Program Fund Account	\$188,189.78	\$468.20	\$0.00	\$188,657.98	\$0.00	\$0.00	\$188,657.98
4-year CD #10096423 - Ops Reserve	\$58,070.62	\$0.00	\$0.00	\$58,070.62	\$0.00	\$0.00	\$58,070.62
Savings Account-Committed Funds	\$176,619.94	\$17.82	\$0.00	\$176,637.76	\$0.00	\$0.00	\$176,637.76
2023 Street Improvements Construction	(\$57,888.54)	\$0.00	\$0.00	(\$57,888.54)	\$0.00	\$0.00	(\$57,888.54)
Total	\$819,242.62	\$10,512.53 ✓	\$44,632.77 ✓	\$785,122.38	\$0.00	\$24,219.68 ✓	\$809,342.06

Date

Fund Name: All Funds

Date Range: 02/01/2025 To 02/28/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/03/2025	Widseth Smith Nolting & Assoc., Inc	024722	Inv236111 Veterans Street ROW Platting through January 10th, 2025	N	Planning and Zoning	100-41910-303-	\$ 1,128.00
	Total For Check	024722					\$ 1,128.00
02/03/2025	American Legal Publishing	024723	Inv40224 2025 S-1 Online Code Supplement Pages (102@\$1.95), Folio USB(\$50), S&H Fee (\$10)	N	Clerk	100-41425-433-	\$ 258.90
	Total For Check	024723					\$ 258.90
02/03/2025	AT & T Mobility	024724	cell phone-Roger	N	Public Works/Maintenance	100-43102-321-	\$ 30.00
	Total For Check	024724					\$ 30.00
02/03/2025	Betty Guenin	024725	Cleaning Services	N	General Government Buildings and Plant	100-41940-310-	\$ 100.00
	Total For Check	024725					\$ 100.00
02/03/2025	Breen & Person, LTD.	024726	legal services	N	City/Town Attorney	100-41610-304-	\$ 200.00
	Total For Check	024726					\$ 200.00
02/03/2025	August Anderson	024727	City Hall Interior Remodel- Down Payment of All Materials and Half of Labor Costs	N	General Government Buildings and Plant	100-41940-520-	\$ 6,689.50
	Total For Check	024727					\$ 6,689.50
02/03/2025	Cassandra Delougherty	024728	Mileage Reimbursement	N	Clerk	100-41425-331-	\$ 68.78
	Total For Check	024728					\$ 68.78
02/03/2025	Krista Okerman	024729	Mileage Reimbursement Staples Clerk-Treasurers Network 92 miles	N	Clerk	100-41425-331-	\$ 60.26
	Total For Check	024729					\$ 60.26
02/10/2025	LMCIT C/O Berkley Risk Admin.	2001	Workers's Compensation 1004586-7 Agreement Audit-PR 01/28/2025	N	Insurance	100-41960-151-	\$ 1,111.00
	Total For Check	2001					\$ 1,111.00
02/10/2025	City of Pequot Lakes	2002	Police Contract Invoice #2431	N	Police Administration	100-42110-315-	\$ 3,605.00

Fund Name: All Funds

Date Range: 02/01/2025 To 02/28/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		Total For Check	2002				<u>\$ 3,605.00</u>
02/10/2025	Pequot Lakes Sanitation	2003	garbage service	N	General Government Buildings and Plant	100-41940-384-	\$ 45.35
		Total For Check	2003				<u>\$ 45.35</u>
02/10/2025	State of IA	EFT2565709	CSE 12/29/24 - 1/11/25 pay period	N	Clerk	100-41425-175-	\$ 60.00
		Total For Check	EFT2565709				<u>\$ 60.00</u>
02/10/2025	Internal Revenue Service	EFT3561035	January 941 Q1 2025	N	Payroll Administration	100-41501-122-	\$ 1,083.19
		EFT3561035				100-41501-135-	\$ 253.33
		EFT3561035				100-41501-170-	\$ 313.14
		Total For Check	EFT3561035				<u>\$ 1,649.66</u>
02/11/2025	Payroll Period Ending 02/08/2025	2004	01/26 - 02/8/25 pay period, Health and CC payroll	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check	2004				<u>\$ 230.87</u>
02/11/2025	Payroll Period Ending 02/08/2025	2005	01/26 - 02/8/25 pay period, Health and CC payroll	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check	2005				<u>\$ 230.87</u>
02/11/2025	Payroll Period Ending 02/08/2025	2006	01/26 - 02/8/25 pay period, Health and CC payroll	N	Payroll Administration	100-41501-131-	\$ 303.99
		Total For Check	2006				<u>\$ 303.99</u>
02/11/2025	Payroll Period Ending 02/08/2025	2007	01/26 - 02/8/25 pay period, Health and CC payroll	N	Clerk	100-41425-101-	\$ 967.91
		Total For Check	2007				<u>\$ 967.91</u>
02/11/2025	Payroll Period Ending 02/08/2025	2008	01/26 - 02/8/25 pay period, Health and CC payroll	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check	2008				<u>\$ 230.87</u>
02/11/2025	Payroll Period Ending 02/08/2025	2009	01/26 - 02/8/25 pay period, Health and CC payroll	N	Clerk	100-41425-101-	\$ 1,412.72
		Total For Check	2009				<u>\$ 1,412.72</u>
02/11/2025	Payroll Period Ending 02/08/2025	2010	01/26 - 02/8/25 pay period, Health and CC payroll	N	Payroll Administration	100-41501-131-	\$ 336.59
		Total For Check	2010				<u>\$ 336.59</u>

Fund Name: All Funds

Date Range: 02/01/2025 To 02/28/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/11/2025	Payroll Period Ending 02/08/2025	2011	01/26 - 02/8/25 pay period, Health and CC payroll	N	Payroll Administration	100-41501-131-	\$ 226.57
	Total For Check	2011					\$ 226.57
02/11/2025	Payroll Period Ending 02/08/2025	2012	01/26 - 02/8/25 pay period, Health and CC payroll	N	Public Works/Maintenance	100-43102-103-	\$ 518.84
	Total For Check	2012					\$ 518.84
02/11/2025	Payroll Period Ending 02/08/2025	2013	01/26 - 02/8/25 pay period, Health and CC payroll	N	Council/Town Board	100-41110-106-	\$ 277.05
	Total For Check	2013					\$ 277.05
02/11/2025	Payroll Period Ending 02/08/2025	2014	01/26 - 02/8/25 pay period, Health and CC payroll	N	Public Works/Maintenance	100-43102-103-	\$ 58.16
	Total For Check	2014					\$ 58.16
02/11/2025	Payroll Period Ending 02/08/2025	2015	01/26 - 02/8/25 pay period, Health and CC payroll	N	Council/Town Board	100-41110-106-	\$ 230.87
	Total For Check	2015					\$ 230.87
02/11/2025	Payroll Period Ending 02/08/2025	2016	01/26 - 02/8/25 pay period, Health and CC payroll	N	Public Works/Maintenance	100-43102-103-	\$ 252.17
	Total For Check	2016					\$ 252.17
02/11/2025	Metro Sales	EFT163546*	Inv 2712132, Contract period 11/14/24-2/13/25	N	Clerk	100-41425-209-	\$ 333.90
	Total For Check	EFT163546					\$ 333.90
02/11/2025	PERA	EFT1651709	1/26 - 2/8/25 pay period	N	Clerk	100-41425-115-	\$ 120.06
		EFT1651709				100-41425-115-	\$ 79.57
		EFT1651709			Payroll Administration	100-41501-121-	\$ 275.74
		EFT1651709			Public Works/Maintenance	100-43102-115-	\$ 39.35
	Total For Check	EFT1651709					\$ 514.72
02/11/2025	State of IA	EFT67813	CSE 1/26 - 2/8/25 pay period	N	Clerk	100-41425-175-	\$ 60.00
	Total For Check	EFT67813					\$ 60.00
02/11/2025	MN Power	EFT8220360*	Street lights and electricity	N	Street Lighting	100-43160-381-	\$ 476.76
	Total For Check	EFT8220360					\$ 476.76
02/11/2025	MN Power	EFT8220364*	Street lights and electricity	N	Street Lighting	100-43160-381-	\$ 182.00
	Total For Check	EFT8220364					\$ 182.00

Fund Name: All Funds
 Date Range: 02/01/2025 To 02/28/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/25/2025	Thurlow Hardware	30001	torch, propane cylinder, bolts, torX screws, funnel	N	Public Works/Maintenance	100-43102-221-	\$ 130.95
		Total For Check	30001				<u>\$ 130.95</u>
02/25/2025	Elan Financial Services	30002	Clerks Conf, Notary renew, Bobcat repairs, fuel, postage, tools	N	Council/Town Board	100-41110-351-	\$ 10.20
		30002			Clerk	100-41425-201-	\$ 204.90
		30002				100-41425-322-	\$ 292.00
		30002				100-41425-433-	\$ 120.00
		30002				100-41425-440-	\$ 790.00
		30002			Accounting	100-41530-351-	\$ 63.75
		30002			Planning and Zoning	100-41910-310-	\$ 72.08
		30002			General Government Buildings and Plant	100-41940-215-	\$ 53.20
		30002			Public Works/Maintenance	100-43102-215-	\$ 53.66
		30002				100-43102-240-	\$ 473.58
		30002			Road and Bridge Equipment	100-43126-212-	\$ 182.15
		Total For Check	30002				<u>\$ 748.60</u>
02/25/2025	TDS	30003	Phone and internet	N	General Government Buildings and Plant	100-41940-321-	\$ 180.93
		Total For Check	30003				<u>\$ 180.93</u>
02/25/2025	Pequot Lakes Fire District	30004	2025-2026 Fire COntract	N	Fire Administration	100-42210-314-	\$ 13,283.30
		Total For Check	30004				<u>\$ 13,283.30</u>
02/25/2025	Joe Johnson Septic Service	30005	Jet septic system(\$380),2satelite blfld 4/5-11/10 (\$840), 2satelites park@\$120/mth (7m&6m)	N	General Government Buildings and Plant	100-41940-310-	\$ 380.00
		30005			Park Areas	100-45202-310-	\$ 1,560.00
		Total For Check	30005				<u>\$ 840.00</u>
02/25/2025	Sourcewell	30006	INV00004030 December P7Z Services- KK attended Email question on self-service car wash	N	Planning and Zoning	100-41910-311-	\$ 13.75
		Total For Check	30006				<u>\$ 13.75</u>

Fund Name: All Funds

Date Range: 02/01/2025 To 02/28/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/25/2025	Crow Wing Power	30007	1/8/25 to 2/8/25 electric service	N	Street Lighting	100-43160-381-	\$ 24.00
	Total For Check	30007					\$ <u>0/S</u> 24.00
02/25/2025	MN Power	30008	Street lights and electricity 1/5/25-2/3/25	N	General Government Buildings and Plant	100-41940-381-	\$ 304.10
	Total For Check	30008			Street Lighting	100-43160-381-	\$ <u>0/S</u> 11.36
							\$ <u>0/S</u> 315.46
02/25/2025	Victor Lundeen Company	30009	Order # 998522 CTAS Checks	N	Clerk	100-41425-201-	\$ 353.50
	Total For Check	30009					\$ <u>0/S</u> 353.50
02/26/2025	Payroll Period Ending 02/25/2025	30010	02/09 - 02/22/25 pay period	N	Clerk	100-41425-101-	\$ 702.29
	Total For Check	30010					\$ <u>✓</u> 702.29
02/26/2025	Payroll Period Ending 02/25/2025	30011	02/09 - 02/22/25 pay period	N	Clerk	100-41425-101-	\$ 1,244.03
	Total For Check	30011					\$ <u>✓</u> 1,244.03
02/26/2025	Payroll Period Ending 02/25/2025	30012	02/09 - 02/22/25 pay period	N	Public Works/Maintenance	100-43102-103-	\$ 588.51
	Total For Check	30012					\$ <u>✓</u> 588.51
02/26/2025	Payroll Period Ending 02/25/2025	30013	02/09 - 02/22/25 pay period	N	Public Works/Maintenance	100-43102-103-	\$ 100.62
	Total For Check	30013					\$ <u>0/S</u> 100.62
Total For Selected Checks							\$ <u>✓</u> 44,632.77

Fund Name: All Funds

Date Range: 02/01/2025 To 02/28/2025

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
02/03/2025	OM SHRI	332297	Liquor license 2024-2025, AmericInn	(02/03/2025) -	N	Alcoholic Beverages	100-32110-	\$ 150.00
								<u>\$ 150.00</u>
02/10/2025	Sourcewell	332302	Third Party Reimbursement for Widseth CIP Update EFT048972	(02/10/2025) -	N	Refunds and reimbursements	100-36240-	\$ 7,986.25
								<u>\$ 7,986.25</u>
02/12/2025	Snarky Loon	332299	2025-2026 liquor licenses	(02/12/2025) -	N	Alcoholic Beverages	100-32110-	\$ 950.00
								<u>\$ 950.00</u>
02/12/2025	Court Administrators	332300	Ohr restitution	(02/12/2025) -	N	Compensation for Loss of General Fixed Assets	100-39102-	\$ 200.00
								<u>\$ 200.00</u>
02/12/2025	Shiner's LLP	332301	2025-2026 liquor license	(02/12/2025) -	N	Alcoholic Beverages	100-32110-	\$ 550.00
								<u>\$ 550.00</u>
02/18/2025	Crow Wing County	332303	Fines	(02/18/2025) -	N	Court Fines	100-35101-	\$ 125.00
								<u>\$ 125.00</u>
02/28/2025	First National Bank	332304	savings interest	(02/28/2025) -	N	Interest Earning	404-36210-	\$ 17.82
								<u>\$ 17.82</u>
02/28/2025	PMA	332305	INTEREST/DIVIDENDS	(02/28/2025) -	N	Interest Earning	100-36210-	\$ 55.18
							100-36210-	\$ 10.08
							301-36210-	\$ 468.20
								<u>\$ 533.46</u>
Total for Selected Receipts								<u>\$ 10,512.53</u>

For the month ending:

February 28, 2025

Bank account

Account #

Balance

O/S Checks

O/S Deposits

Ending Bal.

Check #

O/S check amt.

First National Bank

Checking (NOW)	XXX359	242,165.56
Savings	XXXX989	46,487.06
4-year CD	XXXXX423	58,070.62

4 M Fund

<i>Bond</i>	XXX201	142,244.92
Money Market	XXX101	3,060.98
Money Market - Street Reserves	XX102	16,755.55
CD #XXXX612-1 (Mat. 3/17/25)		100,000.00
		0.00
TS #XXXX98-1 (Mat. 5/29/25)	XXX101	100,000.00
CD #XXXX270-1 (Mat. 5/28/25)		100,000.00

4M Fund TOTAL

462,061.45

24,219.68		217,945.88	24690	91.00
		46,487.06	2002	3605.00
0.00	0.00	58,070.62	2013	277.05
		0.00	30001	130.95
		142,244.92	30002	3064.12
		3,060.98	30003	180.93
		16,755.55	30004	13283.30
		100,000.00	30005	2780.00
		0.00	30006	13.75
		100,000.00	30007	24.00
		100,000.00	30008	315.46
		100,000.00	30009	353.50
		785,122.38	30013	100.62
Totals		785,122.38		
Cash per CTAS		<u>785,122.38</u>		

24,219.68

Assigned Operational (6 months)	182,728.20
Operational Reserve	58,070.62
Committed Funds	377,903.07
Debt Service	166,420.49

Difference 0.00

Fund Balance Total 785,122.38

Committed Funds Breakdown

Future Streets	344,667.90 (4M fund)
Parks and Rec	667.56
Gambling Proceeds	0.00
Heavy Equipment	26,632.73
SCDP	5,000.00 (re-allocated for 2025)
EEP Grant	934.88 (re-allocated for 2025)
ARPA	0.00
TOTAL	377,903.07

Committed Funds total balance to remain unchanged unless approved by City Council.

SCDP, EEP Grant funds to remain in checking to allow for expenditures upon approved 2022 CC projects.

Fund Name: All Funds

Date Range: 03/11/2025 To 03/24/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
03/11/2025	Payroll Period Ending 03/08/2025	30022	02/23 - 03/08/25 pay period, health ins. and CC	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check	30022				\$ 230.87
03/11/2025	Payroll Period Ending 03/08/2025	30023	02/23 - 03/08/25 pay period, health ins. and CC	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check	30023				\$ 230.87
03/11/2025	Payroll Period Ending 03/08/2025	30024	02/23 - 03/08/25 pay period, health ins. and CC	N	Payroll Administration	100-41501-131-	\$ 255.42
		Total For Check	30024				\$ 255.42
03/11/2025	Payroll Period Ending 03/08/2025	30025	02/23 - 03/08/25 pay period, health ins. and CC	N	Clerk	100-41425-101-	\$ 827.16
		Total For Check	30025				\$ 827.16
03/11/2025	Payroll Period Ending 03/08/2025	30026	02/23 - 03/08/25 pay period, health ins. and CC	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check	30026				\$ 230.87
03/11/2025	Payroll Period Ending 03/08/2025	30027	02/23 - 03/08/25 pay period, health ins. and CC	N	Clerk	100-41425-101-	\$ 1,090.06
		Total For Check	30027				\$ 1,090.06
03/11/2025	Payroll Period Ending 03/08/2025	30028	02/23 - 03/08/25 pay period, health ins. and CC	N	Payroll Administration	100-41501-131-	\$ 213.53
		Total For Check	30028				\$ 213.53
03/11/2025	Payroll Period Ending 03/08/2025	30029	02/23 - 03/08/25 pay period, health ins. and CC	N	Payroll Administration	100-41501-131-	\$ 213.53
		Total For Check	30029				\$ 213.53
03/11/2025	Payroll Period Ending 03/08/2025	30030	02/23 - 03/08/25 pay period, health ins. and CC	N	Public Works/Maintenance	100-43102-103-	\$ 488.04
		Total For Check	30030				\$ 488.04
03/11/2025	Payroll Period Ending 03/08/2025	30031	02/23 - 03/08/25 pay period, health ins. and CC	N	Council/Town Board	100-41110-106-	\$ 277.05
		Total For Check	30031				\$ 277.05

Fund Name: All Funds

Date Range: 03/11/2025 To 03/24/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
03/11/2025	Payroll Period Ending 03/08/2025	30032	02/23 - 03/08/25 pay period, health ins. and CC	N	Public Works/Maintenance	100-43102-103-	\$ 199.90
		Total For Check 30032					\$ 199.90
03/11/2025	Payroll Period Ending 03/08/2025	30033	02/23 - 03/08/25 pay period, health ins. and CC	N	Council/Town Board	100-41110-106-	\$ 230.87
		Total For Check 30033					\$ 230.87
03/11/2025	Payroll Period Ending 03/08/2025	30034	02/23 - 03/08/25 pay period, health ins. and CC	N	Public Works/Maintenance	100-43102-103-	\$ 124.55
		Total For Check 30034					\$ 124.55
03/17/2025	Quality Title	30035	Hayes Property, PID 26340700, 337762 Summer AVenue	N	Park Areas	100-45202-510-	\$ 30,816.03
		Total For Check 30035					\$ 30,816.03
Total For Selected Checks							\$ 35,428.75

4e

Date Range : 3/10/2025 To 3/24/2025

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
03/10/2025	Forum Communications	Subscription Renewal	2672	\$172.69	100-41425-433-	Clerk	30036 \$172.69
03/10/2025	Widseth Smith Nolting & Assoc., Inc	Inv236637 Veterans Street ROW Platting through 2.14.25 \$3705 Inv236636 GenEng. \$236	2673	\$3,941.00	100-41910-303- 100-43101-312-	Planning and Zoning Highways and Streets	30037 \$236.00 \$3,705.00
03/10/2025	Thurlow Hardware	vapor torch kit and rock salt	2674	\$186.95	100-43102-221-	Public Works/Maintenance	30038 \$186.95
03/11/2025	Shamp's Service	power steering repair for truck	2675*	\$1,464.61	100-43127-221-	General Equipment	30039 \$1,464.61
03/13/2025	MN Power	Street lights and electricity 2/2/25-3/2/25	2676	\$1,031.24	100-43160-381- 100-41940-381-	Street Lighting General Government Buildings and Plant	30040 \$652.27 \$378.97
03/17/2025	TDS	Phone and internet	2677	\$178.18	100-41940-321-	General Government Buildings and Plant	30041 \$178.18
03/24/2025	Xcel Energy	Natural gas service Statement Number: 919647333	2680	\$280.23	100-41940-383-	General Government Buildings and Plant	30042 \$280.23
03/24/2025	Crow Wing Power	2/8/25 to 3/8/25 electric service	2681	\$24.00	100-43160-381-	Street Lighting	30043 \$24.00
03/24/2025	Wilson Township	1st half payment for street maintenance-12th Ave SW	2682	\$2,500.00	100-43101-405-	Highways and Streets	30044 \$2,500.00

Date Range : 3/10/2025 To 3/24/2025

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
03/24/2025	Cassandra Delougherty	mileage reimbursement and meal expenses from MCFOA Conference	2683	\$257.16			
					100-41425-331-	Clerk	30045 \$257.16
03/24/2025	Krista Okerman	Mileage and meals for MCFOA Conference and Costco office equipment (rugs etc) purchases	2684	\$352.48			
					100-41425-331- 100-41425-201-903	Clerk Clerk	30046 \$287.80 \$64.68
03/17/2025	Elan Financial Services	plow/fuel/remodel carpet etc/office sups/LMC/heyGov/noip/shop supplies/MtgLocChng notice	EFT	\$4,401.06			
					100-41940-223-903	General Government Buildings and Plant	EFT \$2,225.75
					100-41425-201-	Clerk	\$320.72
					100-43126-212-	Road and Bridge Equipment	\$248.52
					100-41425-433-	Clerk	\$1,086.93
					100-41110-351-	Council/Town Board	\$10.20
					100-41425-438-	Clerk	\$121.40
					100-43126-221-	Road and Bridge Equipment	\$387.54
03/11/2025	State of IA	CSE 02/23 - 03/08/2025 pay period	EFT2577579 *	\$60.00			
					100-41425-175-	Clerk	EFT \$60.00
03/11/2025	PERA	02/28 - 03/08/25 pay period	EFT2577580	\$469.17			
					100-41425-115-	Clerk	EFT \$80.31
					100-43102-115-	Public Works/Maintenance	\$47.08
					100-41501-121-	Payroll Administration	\$251.34
					100-41425-115-	Clerk	\$90.44
03/17/2025	Xcel Energy	Natural gas service Statement Number: 915545238	EFT54214	\$636.57			
					100-41940-383-	General Government Buildings and Plant	EFT \$636.57

Date Range : 3/10/2025 To 3/24/2025

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
03/11/2025	Internal Revenue Service	January 941 Q1 2025	EFT548352*	\$1,649.66	100-41501-122- 100-41501-135- 100-41501-170-	Payroll Administration Payroll Administration Payroll Administration	\$1,083.19 \$253.33 \$313.14
							EFT
03/11/2025	Internal Revenue Service	February 941 Q1 2025	EFT5508200 3*	\$1,951.52	100-41501-122- 100-41501-135- 100-41501-170-	Payroll Administration Payroll Administration Payroll Administration	\$1,230.50 \$287.78 \$433.24
							EFT
Total For Selected Claims				\$19,556.52			\$19,556.52

Date



AGENDA ITEM # 6a

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman
Date: March 24, 2025
Subject: R5DC Grant

Report: Region Five Development Commission has re-opened the Energy Efficiency and Conservation Block Grant. The new application deadline is April 15, 2025. Attached

Council Action Requested: Discussion and action as needed.

Appendix B: All Identified Jenkins Projects

Ranking	Action Step
1	Conduct a spring clean-up in town where residents can bring in waste materials including old furniture, tires, and more. Collaborate with the County to accept household hazardous waste during spring clean-up too by 2022 and do this every year going forward. Provide education and outreach about hazardous waste drop off locations annually.
2	Offer free well-water testing to residents to encourage annual testing, by August 2022. Provide education and outreach about importance of annual well-water testing.
3	Install pollinator gardens in community spaces, including the parks. Complete this by summer 2022. Provide education about vital pollinator species.
4	In order to increase community protection, utilize existing wells at the city parks to install fire hydrants on each side of 371, insulating the well at Veterans' Park ensuring that both hydrants can be utilized to fight fires throughout the year.
5	Establish neighborhood gardens or a community garden before summer 2023, working in collaboration with the County Statewide Healthy Partnership Program.
6	Install solar lighting to illuminate the "Welcome to Jenkins" sign on the south side of town by 2023.
7	In collaboration with the Crow Wing County Sheriff's Department, conduct community education and outreach regarding severe weather alert notifications available through city sirens, and through Crow Wing County ALERT emergency mass notification system.
8	Expand beautification and increase stormwater absorption by adding rain gardens in 3 key locations within the City by 2024.
9	Manage chlorides by: 1. reducing road salt use, 2. by educating residents about reducing water softener salt use, and 3. by offering a rebate for individuals purchasing a no-salt or low-salt softeners.
10	Install one drinking water fountain at the Ball field to facilitate water bottle use and minimize waste by 2023.
11	Offer recycling education and outreach to the community at park kiosks, located next to the recycling containers by 2023.
12	Identify existing possible storm shelters, communicate these options to residents, and practice congregating to identified shelters by December 2023.
13	Locate unused wells and cap and seal them properly.

14	Work with MN Power and Xcel Energy to conduct energy audits of all City owned property.
15	Add emergency back-up power for the well at Veterans' Park by 2025, to be used for drinking water source in case of extended grid failure.
16	Conduct engineering and apply for MNDOT grant to install crosswalks to facilitate alternative modes of transportation and connect Jenkins on either side of 371. Connect Paul Bunyan Bike trail to Downtown and Veterans' Park.
17	Encourage landowners to have their septic systems maintained every 3 years to achieve 90% maintenance rate.
18	Current water and wastewater needs should be assessed and a plan developed to accommodate existing and future development in the city.
19	Collaborate with Crow Wing County SWCD to reduce existing stormwater issues by installing an urban runoff pond on 2nd Avenue.
20	Select City-owned sites that might be suitable for solar installations in preparation for determining the feasibility of installing a municipal solar system.
21	Investigate current recycling options with waste providers (Pequot Sanitation did not offer recycling the last time checked).
22	Provide incentives for people using the pavilion to generate less plastic waste by providing a list of vendors for compostable utensils and plates, or offering them for sale at City Hall
23	Place at least 3 obvious, associative recycling containers at City Hall and the Parks to encourage more recycling
24	Install measures identified in Energy Audits, prioritizing those with quickest Return on Investment. Apply for rebates.
25	Deploy EV charging station in collaboration with MN Power and set it up to be revenue neutral.
26	Construct a storm shelter at Veterans' Park using existing plans
27	Redesign stormwater management on certain streets and install
28	Increase multi-modal transportation options, including charging stations for electric bikes at the parks.
29	Reduce paper consumption at the City Hall by 10% each year by continuing to conduct more business online.
30	Clean grease trap in shop on an annual basis each winter and add to maintenance schedule.
31	Remove doghouse cover from well in Veterans' Park on an annual basis each spring and add to maintenance schedule



AGENDA ITEM # 7a

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman
Date: March 24, 2025
Subject: MN Power Franchise Agreement

Report: Attached please find the MN Power Franchise Agreement for your review.

Council Action Requested: Discussion and action as needed.

CITY OF _____, MINNESOTA

ORDINANCE NO. _____.

AN ORDINANCE GRANTING TO MINNESOTA POWER A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF _____, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES; AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

THE CITY COUNCIL OF THE CITY OF _____, MINNESOTA, DOES FIND AND ORDAIN, AND THE TABLE OF SPECIAL ORDINANCES OF THE CITY CODE OF ORDINANCES IS HEREBY REVISED TO INCLUDE THE FOLLOWING:

SECTION 1. FINDINGS.

1.1 In Ordinance Number _____, the City has required each Utility Service Provider to obtain and maintain a franchise with the City and to provide consideration to the general fund of the City for the rights afforded to it in the franchise.

1.2 In the interest of fairness and comparable treatment, the City finds it necessary and desirable to formalize its rules and regulations and to implement the terms of Ordinance Number _____ with respect to the City of _____, and, to the extent feasible and practicable, to all other Utility Service Providers.

SECTION 2. DEFINITIONS. For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of _____, County of _____, State of Minnesota and the corporate limits thereof on the Effective Date and as they may be adjusted from time to time hereafter.

City Utility System. Facilities used for providing public utility service owned or operated by the City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

Company. Minnesota Power, an operating division of ALLETE, Inc., its successors and assigns including all successors or assignees that own or operate any part or parts of the Electric Facilities subject to this Franchise.

Company Service Area. Those areas within the City to which the Company has been assigned the right to provide electric service, as in effect on the Effective Date or as may be hereafter revised.

Council. The City Council of the City of _____ as from time to time constituted.

Effective Date. The effective date of this Ordinance.

Electric Facilities. Electric transmission and distribution substations, towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by the Company for the purpose of providing electric energy for public or private use.

Extension Rules. The rules adopted from time to time by the Company governing its extension of Electrical Facilities.

Franchise. The grant of rights made by the City to the Company in this Ordinance, subject to its terms and conditions.

Notice. A writing served by any party or parties on any other party or parties at the following addresses:

If to the City: _____

_____, MN _____

Attn: _____

If to the Company: Minnesota Power
30 West Superior Street
Duluth, MN 55802
Attn: Vice President – Customer Experience

Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

Person. A natural person or any partnership, joint venture, corporation, cooperative, limited liability company or any public corporation, political subdivision or agency of the State or any other legal entity that may be created by law.

Public Ground. All real property owned by or dedicated to the City with respect to which the City holds the legal right or title to grant or withhold easement, leasehold or occupancy rights or servitudes.

Public Way. Any street, alley and other public rights-of-way within the City.

Utility. Transmitting, furnishing, transporting, distributing, delivering, selling, receiving, importing, manufacturing, or causing to be produced, transmitted, furnished, transported, delivered, sold, received, imported, or manufactured, electric energy, natural gas, mixed gas, heat, light, power, and services provided through a cable communication system.

Utility Service Provider. Any Person who performs any one or more of the activities of a Utility to or for the public or to or for any one or more persons within the corporate limits of the City and may, as contemplated herein, be the ultimate user or consumer of the Utility service provided.

SECTION 3. THE FRANCHISE.

3.1. **Grant of Franchise.** The City hereby grants the Company, for a period of twenty (20) years from the date this Ordinance is passed and approved by the City, the right to transmit and furnish electric energy for any public or private use within and through the Company Service Area. For these purposes, the Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds within the Company Service Area, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to all applicable design and safety codes, the provisions of this Ordinance, zoning ordinances, other applicable ordinances, permit procedures and the customary and necessary practices of the City.

3.2. **Not Exclusive.** This Franchise is not exclusive.

3.3. **Effective Date.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and upon the Company's duly authorized acceptance below as executed within thirty (30) days after passage and publication of this Ordinance or any amendment thereto.

3.4. **Extension of Franchise.** The term of this franchise will automatically extend for successive one (1) year periods unless written notice of termination is provided by either party to the other at least ninety (90) days before the end of the then-current term.

SECTION 4. LOCATIONS; CONSTRUCTION; OTHER REGULATIONS.

4.1. **General.** Electric Facilities shall be located, constructed and maintained by the Company: (i) in as safe and secure a condition or manner as reasonably possible, (ii) so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways, and (iii) so as not to disrupt or interfere with the normal use or operation of any Public Ways, Public Ground or the City Utility System. Electric Facilities may only be located on Public Ground as determined by the City in its sole discretion. The Company's construction, reconstruction, operation, repair,

maintenance, location and relocation of Electric Facilities shall be subject to the terms of this Ordinance and such other regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Ordinance.

4.2. **Construction; Maintenance; Repairs.** Whenever the Company desires to open or disturb any Public Way or Public Ground for the purpose of constructing, maintaining, or repairing Electric Facilities, it shall give the City reasonable advance Notice, but not less than ten (10) business days, by filing a written Notice with the City Clerk. In any case, the Company shall not commence such work before obtaining any applicable permit for which the City may impose a reasonable fee, or other appropriate written consent from the City. The Company shall not, during the progress of the work, endanger or unnecessarily obstruct the passage of traffic or the normal and customary use of the Public Ways and Public Ground. During the progress of such work, the Company shall keep the affected Public Ways or Public Ground guarded in order to avoid accidents to persons or property. All work performed by the Company shall comply with all applicable federal, state, and local laws, rules, and regulations.

4.3. **Emergencies.** The requirements for obtaining permits from the City pursuant to Section 5.2 shall not apply if (i) an emergency exists requiring the immediate repair of Electric Facilities and (ii) the Company gives telephone notice to the City before, if reasonably possible, commencement of the emergency repair. Within two (2) business days after commencing the repair, the Company shall apply for any required permits and pay any required fees.

4.4. **Restoration.** Following the completion of any work, the Company shall promptly and diligently restore the affected Public Ways and/or Public Ground to as good a condition as before the work commenced. If the Company fails to promptly restore such Public Ways and/or Public Ground within ten (10) days of Notice by the City, the City may engage an independent contractor at the expense of the Company to perform the restoration of the Public Ways and/or Public Ground as required under this Section. The Company shall pay to the City upon demand the cost to the City of affecting such restoration including the City's administrative expenses and overhead.

4.5. **Avoidance of Damage.** The Company must take reasonable measures to prevent the Electric Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Electric Facilities from damage that could be inflicted on the Electric Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Electric Facilities, if given reasonable Notice by the City of such work prior to its commencement.

4.6. **Field Locations.** The Company shall provide field locations for all its underground Electric Facilities when requested by the City within a reasonable period of time. The period of time will be deemed reasonable if it meets the requirements of the one call excavation notice system as now provided in Minnesota Statutes, chapter 216D (commonly known as of the Effective Date as the "Gopher State One Call" system).

4.7. **Shared Use of Poles; Street Lights.** If the City desires to place facilities on the Company's poles, the City shall enter into a License Agreement for Pole Attachment Rental with the

Company containing terms and conditions substantially similar to those contained in other such Agreements that the Company has with other governmental entities.

4.8. **Tree Trimming.** Subject to such procedures, regulation and supervision as the Council may establish, the Company may, at its cost, trim all trees and shrubs in the Public Ways located within the Company Service Area to the extent the Company finds it necessary to avoid interference with the proper construction, operation, repair and maintenance of any of the Company's Electric Facilities installed or maintained hereunder.

4.9. **Notice of City Improvements.** The City will give the Company reasonable advance Notice of plans for improvements to Public Ways and Public Ground in the Company Service Area where the City has reason to believe that the Company's Electric Facilities may affect or be affected by such improvements. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways and/or Public Ground upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or parcel of Public Ground is involved, the order in which the work is to proceed.

4.10. **Acquisition.** The City shall have the right to purchase or otherwise acquire the Company's Electric Facilities or the Company Service Area, or portion(s) thereof, at any time by way of eminent domain under Minnesota Statutes, Chapter 117 or under Minnesota Statutes, Chapter 216B, in either case, as such statutes or amendments to such are in effect on the date the City commences such purchase or acquisition. In that event, the pleading commencing the acquisition proceeding by the City shall be noticed to the Company for it to make any adjustments to its long-range planning for facilities and service for the area affected by the proceeding. Any damages to the Company as a result of such proceeding shall be determined as of the commencement of such proceeding. The Company shall continue to operate the Electric Facilities at the City's sufferance only until such acquisition is completed. The expiration or termination of this Franchise as hereinbefore provided shall not, by itself, be an independent basis of any claim by the Company against the City.

SECTION 5. ELECTRIC FACILITIES RELOCATION.

5.1. **Relocation.** In the event the City reasonably determines that it is necessary for the Company to move any part of its Electric Facilities because the City has determined to change, move or improve its Public Ways or that the Electric Facilities have become or will become a substantial impairment to the existing or imminent public use of Public Ground, upon reasonable Notice by the City to the Company, then the Company will move its Electric Facilities at its sole cost. The City shall consider reasonable alternatives in designing its public works projects so as not to arbitrarily cause the Company unreasonable additional expense in exercising its authority under this Section 5.1. This Section 5.1 shall not constitute a taking by the City nor be construed as a waiver or modification of any easement or prescriptive rights acquired by the Company independent of and without reliance by the Company on this Franchise.

5.2. **No Release of Liability.** Nothing contained herein shall relieve any third party from liability arising out of their failure to exercise reasonable care to avoid injuring the Company's Electric Facilities while performing any work connected with grading, regarding or changing the line

of any Public Way or with any construction on or adjacent to any Public Way; provided, however, this Section 5.2 shall not limit the City's rights to indemnification under Section 6.1 nor shall the City in any way be liable to the Company for claims arising from the negligence of any third party.

SECTION 6. INDEMNIFICATION.

6.1. **Indemnification.** If at any time any claim of any kind is made against the City for injury to persons or property arising from the acts or failure to act by the Company, its agents, servants, or employees in connection with the operations of the Company under and pursuant to this Franchise, the Company shall fully indemnify, defend and hold harmless the City, its agents, servants or employees from any and all such claims, including, but not limited to, reimbursement of any reasonable attorneys fees and costs and expenses the City may incur in handling, denying, or defending such claims. The Company's obligation to indemnify the City shall not extend to any injury to persons or property caused by the negligent act or failure to act by the City or any actions taken by the Company pursuant to directions of the City if performed within the scope of the City's directions without negligence by the Company. The City shall determine who will defend any such claims arising under this Section 6.1 and the Company will thereafter have complete control of such litigation; provided, however, the Company may not settle any such claims without the prior approval of the City, which approval will not be unreasonably withheld. This Section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and the Company, in defending any action shall be entitled to assert every defense or immunity that the City could itself assert in its own behalf. The Company's obligations under this Section shall survive the expiration, amendment, or termination of this Ordinance.

6.2. **Insurance.** Before the Effective Date, the Company shall furnish the City a summary of insurance, if any, carried by the Company, or of its self-insured status, in either case demonstrating adequate protection to the City from any and all obligations, liabilities, or claims of any nature whatsoever, growing out of the operation, construction, and maintenance of its Electric Facilities within the City. The Company shall maintain such insurance coverage at all times during this Franchise.

6.3. **Compliance with Laws; Hazardous Substances.** In its operation under this Ordinance, the Company shall observe all federal, state and local laws, rules, regulations and orders with respect to the transmission, distribution, transformation or furnishing of electric energy and the handling of materials, substances and wastes deemed toxic or hazardous to health, natural resources or the environment (collectively, "Hazardous Substances"). The Company shall remove or remediate any Hazardous Substances located on, in or surrounding its Electric Facilities or caused to be located on, in or surrounding the Public Ways and Public Grounds or elsewhere in the City in compliance with all applicable laws, regulations and lawful government orders, and pay or cause to be paid all costs associated therewith. The indemnification terms and conditions of Section 6.1 shall apply to all claims made against the City by any Person, including any governmental agency, who or which asserts any right to costs, damages or other relief based upon the terms and conditions imposed upon the Company under this Section 6.3 or which arise from or are related to the Company's acts or failure to act in compliance with any law, rule, regulation or lawful order governing Hazardous Substances.

SECTION 7. VACATION OF PUBLIC WAYS. The City will consult with the Company at least four (4) weeks prior to its action on any proposed vacation of a Public Way. Except where ordered pursuant to Section 5.1, the vacation of any Public Way after the installation of Electric Facilities shall not operate to deprive the Company of its rights to operate and maintain such Electric Facilities until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to the Company. However, in no case shall the City be liable to the Company for failure to specifically preserve a Public Way in the exercise of its authority under Minnesota Statutes, Section 160.29.

SECTION 8. ABANDONED FACILITIES. The Company shall comply with City ordinances and Minnesota Statutes, Section 216D.01 et seq., as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Electric Facilities, including abandoned and retired Electric Facilities.

SECTION 9. RATES AND SERVICE. The electric service provided and the rates charged by the Company for electric service, as of the Effective Date, are subject to the jurisdiction of the Commission as provided in Minnesota Statutes, chapter 216B. In the event the Company shall determine after the Effective Date to change its rates or terms and conditions of electric service, the Company shall provide reasonable advance Notice of such proposed action to the City.

SECTION 10. FRANCHISE FEE.

10.1. **Authority.** The City reserves all rights under Minnesota Statutes, Sections 216B.36 and 301B.01 or other law to require a franchise fee at any time during the term of, and in consideration for, this Franchise. The franchise fee may be expressed (i) as a specified charge per measurable unit of electricity being provided, transported, transmitted, sold, furnished, delivered, or received within the City, or (ii) as a percentage of the Gross Revenues received by the Company for its operations within the City, or (iii) a flat fee per customer based on service to retail customers within the City or on some other similar basis, or (iv) in such other manner or fashion as the City may determine. The method of imposing the franchise fee may differ by customer class, by type of Utility, by particular circumstances of a Utility Service Provider, or by other relevant factor, and may combine the methods described in (i) through (iv) above. Any franchise fee must be imposed by a separate ordinance adopted by the City, which ordinance may not become effective until the Company's first full billing cycle that is at least sixty (60) days following the Company's filing notifying the Commission of such fee and including a copy of Company's tariff sheet for the franchise fee. The Company will thereby pass along the costs of such fee to the Company's customers located within the City. The Company agrees to use its commercially reasonable efforts to obtain such Commission authorization.

10.2. **Payment of Fee.** Subject to Commission approval, or no later than 90 days the franchise fee shall be payable monthly and shall be based on the complete billing month for which payment is due. The payment shall be due forty-five (45) days after the end of the month for which the payment is due. Each payment shall be accompanied by a brief report showing the basis for the computation of the payment and such other relevant facts to support the computation as may be requested by the City from time to time. The Company may, in its sole discretion, impose a surcharge

equivalent to the franchise fee in its rates for electric service. The Company shall pay the City the franchise fee based upon the prevailing rate and as billed to the customer, but subject to subsequent adjustment in either of the following events: (i) if any amount so billed subsequently becomes uncollectible after reasonable efforts of collection by the Company or (ii) if the Company shall, after any said billings, retroactively reduce its rates or costs to its retail electric customers so that a refund is due from the Company of an amount previously paid or incurred by the retail electric customers. For purposes of calculating the franchise fee, no other adjustment may be made to Gross Revenues, regardless of how calculated or described and whether or not characterized as a rebate, dividend, patronage, refund, return of capital or ownership interest.

10.3. **No Waiver or Release.** No acceptance of any payment shall be construed as an accord that the payment made is in fact the correct amount, nor shall such acceptance of the payment be construed as a release of any claim that the City may have for further sums payable under the provisions of this Ordinance. All amounts paid shall be subject to audit and re-computation by the City. The Company agrees to make all records necessary to audit the Company's calculation of any payment available for inspection by the City or its designated representative at reasonable times.

10.4. **Initial Franchise Fee.** The initial franchise fee shall be _____ percent (___%) of the Company's Gross Revenue not to exceed the sum of _____ and NO/100 Dollars (\$_____.00) per calendar year. [THE FRANCHISE FEE CAN ALSO BE SET ON A PER METER CHARGE OR AN ANNUAL REVENUE AMOUNT]

10.5. **Separate Ordinance.** Notwithstanding anything to the contrary, the franchise fee may be changed by the City from time to time by separate ordinance; provided, however, such changes shall not occur more often than once in any calendar year and shall be effective not sooner than the first day of the first calendar month which follows the effective date of the ordinance adopting the change by not less than sixty (60) days subject to Company obtaining Commission approval of the new franchise fee rate but no later than 90 days. Notice of the proposed change shall be given to the Company not later than the effective date of the ordinance adopting the change.

SECTION 11. DEFAULTS. If the Company shall be in default in the performance of any of the material terms and conditions of this Ordinance, and shall continue in default for more than thirty (30) days (or fails to initiate the cure of the default within said period and diligently pursue said cure, if the cure of the default cannot reasonably be accomplished within said 30 days) after receiving Notice from the City of such default, the City may elect to cure such default and charge the Company for the costs thereof.

SECTION 12. AMENDMENT PROCEDURE. The City reserves the right to amend this Franchise by ordinance. The Company's rights hereunder are subject to the police power of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public, and this Franchise may be amended by the City as deemed necessary or appropriate in the exercise of such power.

SECTION 13. GENERAL PROVISIONS OF ORDINANCE.

13.1. **Governing Law.** This Franchise is granted and is intended to be performed in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota. The Company shall be subject to personal jurisdiction in the State of Minnesota. All actions related to this Ordinance or its enforcement shall be venued in the District Court of the State of Minnesota within which venue the City is located.

13.2. **Right to Repeal.** If this Franchise, having become final and operative as herein provided, shall be declared in any part illegal or void, then the City, in its sole discretion, may repeal the entire or any portion of this Ordinance. If any material portion of this Ordinance is declared void or illegal, then this Ordinance shall be void in its entirety.

13.3. **Limitation on Applicability.** This Ordinance constitutes a franchise between the City and the Company as the only parties and no provision of this Franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

13.4. **Assignment.** The Company may assign this Franchise without the prior approval of, but upon not less than thirty (30) days' prior Notice to, the City. Such Notice shall include the identity of and contact information for, the assignee and the statement of the assignee's plans and intentions for the operation of the Electric Facilities under this Franchise.

SECTION 14. ACCEPTANCE BY THE COMPANY.

14.1. **Acceptance by the Company.** The Company shall, within thirty (30) days after passage and publication of this Ordinance or any amendment thereto, file with the City Clerk in writing its acceptance or rejection as provided in Section 15.2. If such acceptance is not filed or if a rejection is filed within said period, the Company, by its continuing operations, shall be deemed to have accepted the terms and conditions of this Franchise or any amendment hereto, except with respect to such particulars as it may successfully challenge under the procedures specified in Section 14.2.

14.2. **Rejection Procedures.** A rejection of this Franchise or any amendment hereto may be made by the Company only upon the grounds that the terms and conditions hereof or of such amendment exceed the lawful authority of the City under the Constitutions or Laws of the United States or the State of Minnesota or are otherwise unlawful. Any rejection shall be submitted in writing to the City, stating with particularity the points and authorities of law upon which the Company relies. If the City fails to amend this Franchise or otherwise satisfy the Company's objections as stated within thirty (30) days of its receipt of the Company's rejection, the Company shall have the right thereafter to seek appropriate judicial or administrative relief based solely upon those provisions it has alleged are unlawful in its rejection notice. If the Company fails to initiate such legal action within thirty (30) days from the expiration of the aforementioned thirty (30) day period provided for the City's amendment or cure, the Company shall be deemed to have waived its objections and to have accepted the terms of this Franchise or any amendment hereto.

Passed by the City Council of _____ this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

Published on the _____ day of _____, _____, in the _____,
a paper of general circulation within the City of _____, Minnesota.

The provisions of the foregoing Ordinance are hereby accepted:

DATED _____, _____.

MINNESOTA POWER

By: _____
Its Vice President – Customer Experience

By: _____
Its Secretary



AGENDA ITEM #

8b

REPORT TO CITY COUNCIL

Prepared by: Krista Okerman

Date: March 24, 2025

Subject: Clerk's Report

Report: The City has a 4-year CD that matures April 1, 2025. The CD is with First National Bank and is currently at 0.9% interest rate. I would recommend we roll this CD into the 4M Fund in order to get better interest rates. We also had a 4M Fund maturity on March 17, 2025. These funds are currently allocated as our Reserve Funds. If we aren't anticipating any big projects, I would recommend that these funds be re-invested as well.

Council Action Requested: Discussion and action as needed.